UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

IN THE MATTER OF THE TRI-CITIES BARREL CO., INC. SUPERFUND SITE, TOWN OF FENTON, PORT CRANE, BROOME COUNTY, NEW YORK	
Champion Products, Inc. (successor to Norwich Mills, Inc.) Rexham Industries Corporation Respondents.	ADMINISTRATIVE ORDER ON CONSENT
Proceeding under Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9622(g)(4).	Index number II CERCLA-96-0209

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107(a) of CERCLA, 42 U.S.C. § 9606 or § 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Federal Register 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (issued Sept. 13, 1987, amended by memoranda dated June 17, 1988 and May 19, 1995).

2. This Consent Order is issued to the parties captioned above (hereinafter, "Respondents"). This Consent Order concerns the contribution of Respondents toward the costs of the response actions that have been and will be conducted in connection with the Tri-Cities Barrel Co., Inc. Superfund Site, located in the Town of Fenton, Hamlet of Port Crane, Broome County, New York ("Site" or "Tri-Cities Barrel Site").

3. Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. This Consent Order was negotiated and executed by EPA and Respondents in good faith to avoid the expense and delay of litigation over

the matters addressed by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. EPA and Respondents agree that this Consent Order is entered into without any admission of liability for any purpose as to any matter arising out of the transactions or occurrences alleged in this Consent Order.

II. PARTIES BOUND

5. This Consent Order shall apply to and be binding upon EPA and upon each Respondent and its successors and assigns. Each signatory to this Consent Order represents that he or she is fully and legally authorized to enter into the terms and conditions of this Consent Order and to bind the party represented by him or her. Any change in ownership or corporate status of a Respondent, including any transfer of assets or real or personal property, shall in no way alter such Respondent's payment responsibilities under this Order.

III. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Order, including the attached appendices, the following definitions shall apply:

A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

B. "Consent Order" shall mean this Administrative Order on Consent and all appendices attached thereto. In the event of a conflict between this Order and any appendix, this Consent Order shall control.

C. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

D. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, including any amendments thereto.

E. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral or an upper case letter.

F. "Parties" shall mean the United States and Respondents.

G. "Respondents" shall mean the parties captioned above.

H. "ROD" or "Record of Decision" shall mean any Record(s) of Decision for the Tri-Cities Barrel Site, hereafter issued by EPA pursuant to the NCP in order to select remedial action to be implemented at the Site.

I. "Section" shall mean a portion of this Consent Order identified by a Roman numeral.

J. "Site" or "Tri-Cities Barrel Site" shall mean the Tri-Cities Barrel Co., Inc. Superfund Site, including approximately fifteen acres of land situated off Old Route 7, approximately five miles northeast of the City of Binghamton, in the Town of Fenton, Hamlet of Port Crane, Broome County, New York with the buildings or other structures located thereon.

K. "State" shall mean the State of New York.

L. "Total Site Response Costs" shall mean the total costs of the design and implementation of the remedial action, if any, hereafter to be selected by EPA with respect to the Site in the Record of Decision referred to in Paragraphs 6.H. and 19 of this Consent Order and any future costs if the remedial action set forth in the ROD is not protective of public health or the environment; the total costs of the remedial investigation and feasibility study for the Site referred to in Paragraph 17 of this Consent Order; the total costs of the removal action at the Site referred to in Paragraph 22 of this Consent Decree; and the total response costs, including interest, which have been or which will be incurred with respect to the Site.

M. "United States" shall mean the United States of America, its agencies, departments, and instrumentalities.

N. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); and (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

IV. FINDINGS OF FACT

7. The Tri-Cities Barrel Superfund Site is located approximately five miles northeast of the City of Binghamton, in

the Town of Fenton, Hamlet of Port Crane, Broome County, New York. The Site consists of 14.9 acres divided by Interstate 88, which runs east-west, with 5.1 acres to the north of Interstate 88 and 9.8 acres to the south. The Site is in a rural residential area of farms and woodlands. The property is bordered to the north by Osborne Creek; to the south by the Delaware and Hudson Rail Road; and to the east and west by residential properties and farmland.

8. Osborne Creek drains west into the Chenango River at Port Crane, approximately one and one-third miles west of the Tri-Cities Barrel Co., Inc. property boundary. The Chenango River flows into the Susquehanna River at Binghamton, New York.

9. Approximately 450 people live within a one-half mile radius of the Site and approximately 6,500 people live within a three-mile radius of the Site. Of these, approximately 3,500 people use groundwater as a residential water source. Surface water is used for irrigation at two nearby berry farms.

10. Barrel recycling operations were continuously conducted at the Site from about 1954 until 1992 by Tri-Cities Barrel Co., Inc. or its predecessor company operated by Francis Warner and since about 1963 by Gary Warner. Operations were principally conducted on a three and one-half acre portion of the Site south of Interstate-88 on which is located a process building, garage, barrel burner, tanks, former waste lagoons and other structures. Additional former waste lagoons may have been located on the portion of the Site north of Interstate-88.

11. Operations included the acquisition of barrels previously used by customers to contain a variety of chemical compounds employed in industrial or commercial processes, and the chemical and thermal reconditioning of such barrels, followed by resale or redelivery of such barrels for re-use. Prior to reconditioning at the Site, the barrels had contained a vast array of chemicals including volatile organic compounds, semi-volatile organic compounds, pesticides, inorganics, and polychlorinated biphenyls, among which were numerous hazardous substances.

12. The barrel reconditioning process included washing of the interior of barrels with a caustic solution, or incineration of the residue in the barrels in an on-Site incinerator, or blasting of the interior of barrels with shot blast and collecting the spent blast in a dust collector, followed by rinsing of the interior of the barrel. Barrels were also stripped of existing paint in an incineration process and then re-painted. As many as 1,000 barrels per week were reconditioned at the Site. Prior to reconditioning, barrels were kept on the Site.

13. Between 1954 and the early 1960's, waste water from the reconditioning process was discharged to the ground. From the early 1960's to the early 1980's, waste was discharged into unlined lagoons on the Site. One such waste lagoon served as a waste oil and water separator; one collected spent caustics contaminated with the residues from the barrels; and one contained other rinse water from the reconditioning operations. Following the closure of these lagoons in about 1981, a fourth lagoon may have been constructed for discharge of waste water and, in addition, materials were stored at the Site in barrels. The presence on the Site of up to six additional former lagoons, of unknown use, is also suspected. In 1983, Tri-Cities Barrel Co., Inc. installed a series of tanks to contain and separate the liquids and sludges produced in the barrel recycling operations. Following separation of reusable caustic rinse water, waste oils and waste sludges, the recovered caustic materials were re-used in the barrel cleaning process and the waste materials were to be disposed of off-Site.

14. An inspection by NYSDEC in March 1983 disclosed that 319 barrels containing used caustic rinse were on the Site; that some barrels were leaking onto the ground at the Site; that at two areas of the Site, leachate discharge was collecting in surface water and flowing to a drainage ditch and then to Osborne Creek. Following this inspection, in October 1983, Gary F. Warner, president of Tri-Cities Barrel Co., Inc. was arraigned under New York State law and convicted upon a plea of guilty of failure to label hazardous waste and failure to store hazardous waste to prevent leaking in violation of New York State hazardous waste regulations.

15. In June 1983, Engineering-Science, in conjunction with Dames & Moore, conducted a Phase I investigation for NYSDEC. From August to December 1985, Engineering Science, in conjunction with Dames & Moore conducted a Phase II investigation. The investigations disclosed that hazardous substances had been released into the groundwater and the soil.

16. The Site was placed on the National Priorities List in 1989, which list is established under Section 105(a)(8)(B) of CERCLA, 42 U.S.C. § 9605(a)(8)(B), and which is set forth at 40 C.F.R. Part 300, Appendix B. Notice of listing appeared at 54 Fed. Reg. 41,000 (October 4, 1989).

17. Pursuant to an Administrative Order on Consent dated May 14, 1992 (Index No. II CERCLA-10220) a group of fourteen (14) parties (the "RI/FS Respondents") agreed to perform a Remedial Investigation and Feasibility Study ("RI/FS") at the Site under EPA oversight. The RI/FS is presently expected to be concluded in or about November 1997.

18. Data obtained to date during the course of the RI confirm the presence of hazardous substances in sediments, soils, and groundwater at the Site, including numerous volatile organic compounds (e.g., methylene chloride, xylene), semi-volatile organic compounds (e.g., phenolic compounds, phthalates, and polycyclic aromatic hydrocarbons), pesticides (e.g., alpha chlordane, gamma chlordane, heptachlor, 4,4'-DDE), inorganics (e.g., compounds of lead, zinc, and mercury) and polychlorinated biphenyls (e.g., Aroclor 1242, Aroclor 1248, Aroclor 1254, Aroclor 1260).

19. At the conclusion of the RI/FS, EPA will issue for public review and comment a proposed plan for remedial action at the Site. Thereafter, in accordance with CERCLA, EPA will select the remedial action, if any, for the Site and will document the selection in the Record of Decision.

20. The drum and barrel reconditioning, storage, and/or brokerage operations of the Tri-Cities Barrel Co., Inc. at the Site ceased sometime during Summer 1994. Thereafter, the Site owner and operator vacated the Site and abandoned numerous drums as well as underground storage tanks and above ground storage tanks at the Site.

21. The hazardous substances detected at the Site can cause a variety of adverse human health effects.

22. On April 18, 1996, the Regional Administrator of EPA Region II approved a time-critical removal action ("Removal Action") at the Site to address the conditions identified by an Expedited Removal Assessment conducted by EPA on March 1, 1996.

23. By letters dated May 23, 1991, EPA, pursuant to the "Special Notice" procedures set forth in Section 122 of CERCLA, 42 U.S.C. § 9622, notified twenty-three parties that it considered them to be potentially responsible parties under CERCLA with respect to the Site, and provided those parties with the opportunity to perform the RI/FS under an administrative order on consent. By letters dated August 3, 1995, EPA notified an additional sixty-four parties that it also considered them to be potentially responsible parties under CERCLA with respect to the Site. EPA offered a de minimis settlement to thirty-one of those additional parties, including Respondents, pursuant to CERCLA § 122(g), 42 U.S.C. § 9622, and twenty-six of those parties have settled with EPA as de minimis parties under an Administrative Order on Consent dated September 29, 1995 (Index No. II CERCLA-95-0213) (the "First De Minimis Settlement"). EPA may hereafter determine that it considers other parties also to be potentially responsible parties with respect to the Site.

24. By letters dated May 21, 1996, EPA notified Respondents and other potentially responsible parties of the planned Removal

Action and of their potential liability pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), with respect to such Removal Action, and to determine whether such persons would perform the Removal Action. During September 1996, pursuant to an Administrative Order on Consent (Index No. II CERCLA-96-0207) ("Removal Action AOC"), a group of potentially responsible parties agreed, among other obligations, to perform the Removal Action at the Site under EPA oversight.

25. The United States has incurred and continues to incur response costs in responding to the release or threat of release of hazardous substances at or in connection with the Site. Response costs include direct and indirect costs that the United States incurs in performing work in connection with the Site or in overseeing or reviewing work performed by others, and otherwise taking enforcement action in connection with the Site, and includes, but is not limited to, payroll costs, contractor costs, travel costs, laboratory costs, and all other costs, plus interest on all costs.

26. As of July 1, 1996, EPA has incurred approximately $1,000,000 in past response costs in connection with the Site, provided however, that of that amount, the RI/FS Respondents have reimbursed EPA $200,324.15 plus interest thereon. Pursuant to the First De Minimis Settlement, the First De Minimis respondents undertook to reimburse $634,465 to EPA for its past costs.

27. In evaluating the settlement embodied in this Consent Order, EPA has considered the potential costs of remediating contamination at or in connection with the Site, taking into account possible cost overruns in completing any remedial action to be selected in the ROD and possible future costs if the remedial action that has been selected by EPA with respect to the Site proves not to be protective of public health or the environment.

28. Payments required to be made by each Respondent pursuant to this Consent Order, as reflected in Paragraph 31.A. hereof, each are a minor portion of the Total Site Response Costs. Total Site Response Costs are estimated, for settlement purposes only, to be $17,800,000, including the cost of the planned Removal Action.

V. DETERMINATIONS BY EPA

29. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has determined that:

A. the Site is a "facility", as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

B. each Respondent is a "person", as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);

C. each Respondent is a "potentially responsible party" within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1);

D. there has been an actual or threatened "release" of a hazardous substance from the Site, as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22);

E. prompt settlement with Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

F. each Respondent's payments to be made under this Consent Order represent only a minor portion of the response costs at the Site pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

G. the amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site, pursuant to Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A); and

H. i. Respondent Champion Products, Inc. (as successor to Norwich Mills, Inc.) arranged for the disposal of hazardous substances owned or possessed by it at the Site, and based upon the information known to EPA, the amount of hazardous substances contributed to the Site by this Respondent does not exceed 0.25% of the hazardous substances present at the Site, and the toxic or other hazardous effects of the hazardous substances contributed by this Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site;

ii. Respondent Rexham Industries Corporation arranged for the disposal of hazardous substances owned or possessed by it at the Site, and based upon the information known to EPA, the amount of hazardous substances contributed to the Site by this Respondent does not exceed 0.25% of the hazardous substances present at the Site, and the toxic or other hazardous effects of the hazardous substances contributed by this Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site;

VI. ORDER

30. Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, and intending to be legally bound, EPA and Respondents agree, and EPA hereby orders, as follows.

VII. PAYMENTS BY RESPONDENTS

31. A. The amount to be paid by each Respondent pursuant to this Consent Order is:

i. Champion Products, Inc., successor to Norwich Mills, Inc.....$18,031.00.

ii. Rexham Industries Corporation.....$54,800.00.

B. Within thirty (30) days of the effective date of this Consent Order, Respondent shall remit to EPA the amount set forth in Paragraph 31.A. for each such Respondent, by certified or cashier's check made payable to "EPA Hazardous Substance Superfund."

C. Each check shall reference the Site name, the name and address of Respondent, and the EPA Index Number of this Consent Order (II CERCLA-96-0209), and shall be sent to the following address:

EPA Region II
Attn: Superfund Accounting
P. O. Box 360188M
Pittsburgh, Pennsylvania 15251

D. The amounts to be paid by each Respondent under this Consent Decree include a premium to take into account possible cost overruns in completing the remedial action to be selected in the ROD and possible future costs if the remedial action that has been selected by EPA with respect to the Site proves not to be protective of public health or the environment.

32. Each Respondent shall simultaneously send a copy of each of its check to:

Carl Garvey
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency Region II
290 Broadway, 17th Floor
New York, NY 10007-1866

VIII. CIVIL PENALTIES

33. In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to $25,000 per day of such failure or refusal pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l).

IX. CERTIFICATION OF RESPONDENTS

34. By signing this Consent Order, each Respondent certifies to the best of its knowledge and belief, the following:

A. Respondent has provided to EPA all information in its possession, or in the possession of its officers, directors, employees, contractors, agents, or assigns, that relates in any way to the generation, treatment, transportation, storage, or disposal of any Waste Material(s) at or in connection with the Site;

B. Respondent has had the opportunity to review information made available by EPA including, where applicable, and without limitation, copies of entries in ledgers maintained by the Site operator, copies of receipts or other written documentation between Respondent and the Site operator, and transcripts of sworn statements by the Site operator or information provided by a transporter;

C. the information contained in the documentation identified in subparagraph A. of this Paragraph 34 is materially true and correct with respect to the amount of Waste Material(s) that Respondent may have transported to or arranged for disposal at the Site, with respect to the chemical nature and constituents of such Waste Material(s), and with respect to the toxic or other hazardous effects of such Waste Material(s) and except to the extent provided in a written certification to EPA, Respondent has no reason to believe that the information contained in the documentation identified in subparagraph B. of this Paragraph 34 understates the amount of Waste Material contributed to the Site by Respondent or otherwise misstates the chemical nature of the Waste Materials contributed to the Site by Respondent; and

D. with respect to the totality of the information provided to EPA by Respondent as described in subparagraph A. of this Paragraph 34 in combination with any information provided to Respondent by EPA as described in subparagraph B. of this Paragraph 34 concerning any alleged involvement related to the Site by Respondent, Respondent neither possesses nor knows of other documents or information that would suggest:

i. that Respondent has shipped a higher volume of Waste Material(s) to the Site than is indicated by this information; or

ii. that Respondent has shipped Waste Material(s) to the Site possessing different chemical natures or constituents or possessing more toxic or other hazardous effects than are indicated by this information.

X. COVENANTS NOT TO SUE BY UNITED STATES

35. In consideration of the payments that will be made by Respondents pursuant to Section VII of this Consent Order, and except as specifically provided in Paragraphs 35 through 38 of this Section X, the United States covenants not to sue or to take any other civil or administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), relating to the Site. With respect to present and future liability, these covenants not to sue shall take effect upon receipt of the payments required by Section VII of this Consent Order. These covenants not to sue are conditioned upon the complete satisfaction by Respondents of their payment obligations under this Order. These covenants not to sue extend only to Respondents and do not extend to any other person.

Reservation of Rights

36. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 35. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including the following:

A. claims based on a failure to make the payments required by Section VII of this Consent Order;

B. liability arising from the past, present, or future disposal, release, or threat of release of hazardous substances unrelated to this Site;

C. liability arising out of future disposal by any Respondent of any hazardous substance at the Site;

D. liability for damages for injury to, destruction of, or loss of natural resources including the reasonable cost of assessing such injury, destruction, or loss;

E. liability for costs, including the reasonable costs of assessing natural resource damages, that have been or may be incurred by the Department of the Interior, the National

Oceanic and Atmospheric Administration, or any other federal trustees for natural resources relating to the Site;

F. criminal liability; and

G. liability for violations of federal or state law other than those that are addressed under this Consent Order.

37. Nothing in this Consent Order constitutes a covenant not to sue or a covenant not to take action, or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from any Respondent, and the covenant not to sue in this Consent Order is null and void, if information unknown to EPA as of the date of its execution of this Consent Order is discovered that indicates that such Respondent, in the sole judgment of EPA, no longer qualifies as a de minimis party at the Site because such party contributed hazardous substances to the Site in excess of 0.25% of the total hazardous substances at the Site, or contributed hazardous substances to the Site which are either significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site, or both.

38. Nothing in this Consent Order is intended as a release or covenant not to sue for any entity not a signatory to this Order, and the United States expressly reserves its rights to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States, including EPA, may have against any person, firm, corporation or other entity not a signatory to this Order. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order.

XI. COVENANTS BY RESPONDENTS

39. In consideration of the United States' covenants not to sue in Section X, Paragraph 35, Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, its agencies, officers, representatives, contractors or employees with respect to the Site or this Consent Order including (a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), through CERCLA Sections 106(b)(2), 111, or 112, 42 U.S.C. §§ 9606(b)(2), 9611, or 9612, or any other provision of law, and (b) any claim under CERCLA Sections 107 or 113, 42 U.S.C. §§ 9607 or 9613, related to the Site.

XII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

40. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this decree may have under applicable law. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

41. With regard to claims for contribution against Respondents for matters addressed in this Consent Order, the Parties agree that each Respondent is entitled to such protection from contribution actions or claims as is provided by CERCLA Section 122(g)(5), 42 U.S.C. § 9622(g)(5). The matters addressed in this Consent Order, for purposes of the preceding sentence, are the Total Site Response Costs. Such protection with respect to each Respondent is conditional upon that Respondent's compliance with the requirements of this Consent Order.

XIII. CLAIMS AGAINST THE FUND

42. Nothing in this Consent Order shall be deemed to constitute preauthorization of a CERCLA claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 or 9612, or 40 C.F.R. Part 300.700(d).

XIV. OPPORTUNITY FOR PUBLIC COMMENT

43. This de minimis Consent Order shall be subject to a 30-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). The United States may withdraw its consent to this Consent Order if comments received disclose facts or considerations that indicate that this Consent Order is inappropriate, improper, or inadequate.

XV. ATTORNEY GENERAL APPROVAL

44. This Consent Order shall be deemed to be issued upon the approval of the settlement embodied in this Consent Order by the Attorney General or her designee pursuant to Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVI. EFFECTIVE DATE

45. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 43, above, has closed and that comments received, if any, do not require EPA to modify or withdraw from this Consent Order.

IT IS SO AGREED AND ORDERED:
U.S. Environmental Protection Agency

By: William J. Muszynski
JEANNE M. FOX
Regional Administrator
U.S. Environmental Protection Agency
Region II

9/27/96
Date

CONSENT

Respondent identified below has had an opportunity to confer with EPA regarding this Consent Order. Respondent hereby consents to the issuance of this Consent Order and to its terms. The individual executing this Consent Order on behalf of Respondent certifies under penalty of perjury under the laws of the United States and of the State of Respondent's incorporation that he or she is fully and legally authorized to agree to the terms and conditions of this Consent Order and to bind Respondent thereto.

Champion Products, Inc.
NAME OF RESPONDENT

9/20/96
Date

R. H. Kleeman
(signature)

R. Henry Kleeman
(typed name of signatory)

Vice President & Asst. Secretary
(title of signatory)

IN THE MATTER OF TRI-CITIES BARREL CO., INC. SUPERFUND SITE, TOWN OF FENTON, HAMLET OF PORT CRANE, BROOME COUNTY, NEW YORK

DE MINIMIS ADMINISTRATIVE ORDER ON CONSENT
(INDEX NO. II-CERCLA-96-0209)

CONSENT

Respondent identified below has had an opportunity to confer with EPA regarding this Consent Order. Respondent hereby consents to the issuance of this Consent Order and to its terms. The individual executing this Consent Order on behalf of Respondent certifies under penalty of perjury under the laws of the United States and of the State of Respondent's incorporation that he or she is fully and legally authorized to agree to the terms and conditions of this Consent Order and to bind Respondent thereto.

Rixham Industries Corporation
NAME OF RESPONDENT

9-24-96
Date

Gerald T. Moran, Jr.
(signature)

Gerald T. Moran, Jr.
(typed name of signatory)

Assoc. General Counsel
(title of signatory)

IN THE MATTER OF TRI-CITIES BARREL CO., INC. SUPERFUND SITE, TOWN OF FENTON, HAMLET OF PORT CRANE, BROOME COUNTY, NEW YORK

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